

# Exhibit A

**EXCLUSIVE MOTOR SPORTS**

279 Route 32 • Central Valley, New York 10917

Tel: (845) 928-1000 www.exclusivemotorsports.net Fax: (845) 928-1001

**THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER**

<b>BUYER</b> Dana J Stephenson		350 Wren Lane Bedminster NJ 07921	
<b>ADDRESS</b>			
<b>CO-BUYER</b>			
<b>ADDRESS</b>			
<b>THE TRANSACTION</b>			
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE: (READ OTHER SIDE)			
<b>THE VEHICLE</b>			
YEAR 2008	<input type="checkbox"/> NEW <input type="checkbox"/> USED	<input type="checkbox"/> DEMONSTRATOR	MAKE BMW
SALESPERSON		COLOR	MODEL M3
ESTIMATED DELIVERY DATE: 1/1		TRIM	SERIES Convertible
PLACE OF DELIVERY EXCLUSIVE MOTOR SPORTS		VIN. WBSWL93568P330380	STOCK NO. 4855
		MILEAGE 74,525	
<b>THE PRICE</b>		IF THE MOTOR VEHICLE HAS NOT BEEN DELIVERED IN ACCORDANCE WITH THIS CONTRACT WITHIN 30 DAYS FOLLOWING THE ESTABLISHED DELIVERY DATE, THE CONSUMER HAS THE RIGHT TO CANCEL THE CONTRACT AND TO RECEIVE A FULL REFUND, UNLESS THE DELAY IN DELIVERY IS ATTRIBUTABLE TO THE CONSUMER.	
VEHICLE PRICE (+)	\$19,995.00	GAP	\$225.00
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) (+)	\$0.00		\$0.00
FACTORY INSTALLED EQUIPMENT (+)	\$0.00		
	\$0.00		
GAP	\$0.00	DMV Fee	\$1,185.23
VSI	\$95.00		
Doc Fee	\$75.00		
		DEALER INSTALLED EQUIPMENT AND SERVICES (+)	\$0.00
CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY: "THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE." PRIOR USE CERTIFICATION (REQUIRED BY VEHICLE AND TRAFFIC LAW 417a IF THE PRINCIPAL USE OF THE VEHICLE WAS AS A POLICE VEHICLE, TAXI-CAB, DRIVER EDUCATION VEHICLE, OR RENTAL VEHICLE.) THE PRINCIPAL PRIOR USE OF THIS VEHICLE WAS AS A POLICE VEHICLE <input type="checkbox"/> TAXI-CAB <input type="checkbox"/> DRIVER EDUCATION VEHICLE <input type="checkbox"/> RENTAL VEHICLE <input type="checkbox"/> IS THE TRADE IN VEHICLE A BRANDED VEHICLE (A BRANDED VEHICLE IS ONE THAT STATES ON THE CERTIFICATE OF TITLE ONE OF THE FOLLOWING BRANDS: RECONSTRUCTED, NON-USA-STD, EXCEEDS MECHANICAL LIMITS, NOT ACTUAL MILEAGE OR WARRANTY NON-CONFORMITY RENTAL VEHICLE ETC.), SUCH BRANDS AFFECT THE TRADE-IN VALUE.			
<input type="checkbox"/> YES <input type="checkbox"/> NO CUST. INITIALS X		<b>TOTAL</b> \$21,575.23	
		<b>DEALER PREP</b> 395 00	
		<b>DELIVERY</b> \$ 199 00	
		LESS TRADE-IN CREDIT (-) \$0.00 (BUYER SEE 1 AND 8(b) ON BACK)	
		<b>CASH PRICE</b> \$ 22,169.23	
		<b>TAXES AND OTHER FEES</b>	
		<b>SALES TAX</b> 8.125% (+) \$1,624.59	
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT:		AMOUNT OWED \$ 0.00	
*THE DEALER APPLICATION PROCESSING FEE IS NOT A NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEE. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY AVOID THIS FEE BY SUBMITTING YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE TO ANY MOTOR VEHICLE ISSUING OFFICE.		<b>NYS FEE</b> \$0.00	
IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.		<b>TOTAL CASH PRICE DELIVERED</b> \$ 23,793.82	
		LESS CASH DEPOSIT SUBMITTED WITH ORDER (DEPOSIT IS NOT REFUNDABLE (IN ACCORDANCE WITH STATE LAWS)) (-) \$0.00	
		(-)	
		<b>SUB TOTAL</b> \$23,793.82	
		PLUS BALANCE OWING ON TRADE-IN (+) \$0.00	
		<b>CASH DUE ON DELIVERY</b> \$ 23,793.82	

I have read the terms on the back of this agreement and have received a completed copy of this agreement.

BUYER'S SIGNATURE

DATE: 02/16/19

CO-BUYER'S SIGNATURE

DATE: 02/16/19

SELLER APPROVED BY:

DATE: 02/16/19

MUST BE SIGNED BY SALES MANAGER OR DEALER

SEE OTHER SIDE FOR ADDITIONAL TERMS  
**VEHICLE CASH PURCHASE AGREEMENT**  
 SALE PRICE INCLUDES ALL PROGRAMS AND INCENTIVES

**ALL COD'S MUST  
 BE PAID IN CASH  
 OR CERTIFIED  
 CHECK ONLY.**



**ADDITIONAL TERMS OF AGREEMENT**

"I", "me", and "my" refer to the Buyer and Co-Buyer. "You" and "your" refer to the Seller.

I agree this order is subject to the following terms:

1. **Trade-in Credit May Change.** If I do not deliver the trade-in vehicle to you when this Agreement is signed, I agree, that at the time the trade-in vehicle is delivered to you, should the value of my trade-in be materially diminished as a result of physical damage, alteration or deterioration in mechanical condition other than normal wear and tear, YOU HAVE THE RIGHT TO REAPPRAISE THE VEHICLE. AS A RESULT OF SUCH REAPPRAISAL, I UNDERSTAND THAT THE TRADE-IN ALLOWANCE ON MY VEHICLE MAY BE REDUCED AND THAT THIS WILL IN TURN INCREASE THE NET PRICE WHICH I WILL HAVE TO PAY FOR THE VEHICLE IF I DECIDE TO PURCHASE THE VEHICLE. If the trade-in credit is reduced and I am not satisfied, I understand that I can cancel this agreement IF the purchased vehicle has not been registered in my name or delivered to me or you have not accepted delivery of the trade-in vehicle.

2. **Trade-in: Buyer's Obligations.** At the time I deliver the trade-in vehicle to you, I promise to sign a Bill of Sale and a mileage certification statement and give you satisfactory proof that I own the vehicle. I warrant (guarantee) (a) that there are no liens on the trade-in vehicle and that I owe no one any money for the vehicle or repairs to the vehicle, except as may be shown on the face of this agreement; (b) that the trade-in vehicle does not have a welded or bent frame and that the motor block is not cracked, welded or repaired; and (c) that the vehicle has not been flood damaged or declared a total loss for insurance purposes; and (d) that emission control devices have not been altered and/or removed, and nothing has been removed from the trade, including all seat belts, that was originally seen. The engine and/or transmission has not been tampered with to pass your inspection.

3. **Buyer's Refusal to Purchase.** Unless this agreement is non-binding because you are arranging credit for me, I understand that the cash deposit I have given to you may be retained to offset your damages if I refuse to complete my purchase. I also understand that I am responsible for 20% of the agreed purchase price as well as for any other damages which you may incur as a result of my failure to perform my obligations under the terms of this agreement.

4. **Delays In Delivery.** I understand that you shall not be liable for delays caused by the manufacturer, accidents, sureties, fires or other causes beyond your control. Provided you promptly place my order with the manufacturer and the manufacturer refuses to accept the order or fails to deliver the vehicle after accepting the order, upon your prompt notification and refund of my deposit, I will not hold you liable and this agreement shall be cancelled.

5. **Disclaimer of Warranties.** I UNDERSTAND THAT YOU EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT YOU NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR YOU ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE, except as otherwise provided in writing by YOU in an attachment to this Agreement or in a document delivered to ME when the vehicle is delivered.

**Limitation on Implied Warranties.** Some States do not allow either (1) Limitations on how long an implied warranty lasts or (2) the exclusion or limitation of incidental or consequential damages, so these limitations may not apply.

6. **Price Changes.**

(a) THE TOTAL CASH PRICE DELIVERED LESS THE TRADE-IN ALLOWANCE SHOWN ON THE FRONT OF THIS AGREEMENT IS THE FINAL CONTRACT PRICE TO WHICH YOU AND I HAVE AGREED, AND, IF THE VEHICLE IS A NEW MOTOR VEHICLE, NO ADDITIONAL FEE OR CHARGE WILL BE IMPOSED OR COLLECTED DUE TO CHANGES IN THE MANUFACTURER'S LIST PRICE, OR CHANGES IN THE COST OF FREIGHT OR SERVICES PROVIDED BY YOU.

(b) A REDUCTION IN THE VALUE OF THE TRADE-IN MAY RESULT IN AN INCREASE IN THE CASH PRICE DELIVERED I WILL HAVE TO PAY AS PROVIDED IN PARAGRAPH 1 OF THIS AGREEMENT.

(c) IF THE BALANCE I OWE ON MY TRADE-IN AT THE TIME OF DELIVERY OF THE TRADE-IN TO YOU IS DIFFERENT THAN THE AMOUNT I HAVE TOLD YOU AND WHICH AMOUNT IS SHOWN ON THE FRONT OF THIS AGREEMENT, THEN THE CASH PRICE DELIVERED OF THE VEHICLE I AM PURCHASING SHALL CHANGE ACCORDINGLY.

(d) IF THE REGISTRATION FEE VARIES FROM THE AMOUNT YOU HAVE ESTIMATED ON THE FRONT OF THIS AGREEMENT, THEN THE CASH PRICE DELIVERED SHALL CHANGE ACCORDINGLY.

(e) I AGREE THAT I WILL PAY THE FINAL CASH PRICE DELIVERED AS SHOWN ON THE FRONT OF THIS AGREEMENT. IF THERE HAVE BEEN ANY CHANGES IN THE TOTAL CASH PRICE DELIVERED FOR REASONS STATED IN THIS PARAGRAPH 6 THEN I WILL PAY THE CASH PRICE DELIVERED AS CHANGED BY ANY SUCH ADJUSTMENT. MY PAYMENT WILL BE EITHER IN CASH, BANK, OR CERTIFIED CHECK AT THE TIME OF DELIVERY OF THE VEHICLE I HAVE PURCHASED.

7. **Change of Design.** I understand that the manufacturer has the right to change the design of the vehicle, its chassis, accessories or any parts at any time without notice to YOU or ME. In the event of such a change by the manufacturer, YOU shall have no duty to me except to deliver the vehicle as made by the manufacturer.

8. **No Other Agreements.** There are no understanding or agreements between you and me other than those set forth in the Agreement and attachments to this Agreement, if there are any such attachments. IF THIS AGREEMENT IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

9. **New York Law Applies.** You and I agree that this Agreement is governed by New York State Law.

10. **A STRIKE** or manufacturers delay of delivery of new vehicle, will cause re-appraisal of vehicle being traded in.

11. Customer entitled to a complementary loaner car when the car is in for service or warranty work.